

# Exhibit G

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ASSIGNMENT AGREEMENT

between

LEHMAN BROTHERS BANK, FSB,

as Assignor

and

LEHMAN BROTHERS HOLDINGS, INC.,

as Assignee

Dated as of  
September 2, 2008

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## ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT (this "Assignment Agreement"), made as of this 2nd day of September, 2008, between Lehman Brothers Bank, FSB, a federal savings bank (the "Assignor" or the "Bank"), and Lehman Brothers Holdings Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor from time to time acquires residential mortgage loans for the purpose of selling, transferring, or conveying those mortgage loans to Assignee;

WHEREAS, the Assignee from time to time acquires residential mortgage loans from Assignee for the purpose of investment in those assets;

WHEREAS, the Assignor is a party to Loan Purchase Agreements (which incorporate the Aurora Loan Services Seller's Guide, which may be amended from time to time (the "Seller's Guide"), Guaranty Agreements, Cross-Collateralization Agreements, Related Seller Agreements, and Amendments to those Agreements (referred to herein collectively as the "Agreements" and which may be amended from time to time), pursuant to which Assignor has acquired certain residential mortgage loans from respective Correspondent Sellers of Assignor (referred to herein collectively as "Sellers" and listed on Exhibit A which is incorporated herein by this reference) that Assignor has sold, transferred and conveyed to Assignee (the "Mortgage Loans");

WHEREAS, in furtherance of Assignor's sale of the Mortgage Loans to Assignee and of Assignee's investment purposes in acquiring the Mortgage Loans, Assignor and Assignee have previously agreed to have Assignor assign, transfer and convey to Assignee rights and remedies under the Agreements between Assignor and those Sellers identified on Exhibit A and Assignor and Assignee now wish to document that prior agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### Section 1. Assignment.

(a) The Assignor hereby assigns, transfers and conveys to the Assignee all of its rights in and to the Agreements, including rights in and to any or all representations, warranties or covenants made by Sellers to Assignor in the Seller's Guide and/or Agreements, along with any or all of the Assignor's remedies available against the Sellers for Sellers' breach of any representation, warranty or covenant under the Seller's Guide and/or Agreements, including, without limitation, the repurchase and indemnification remedies. Pursuant to Section 7 of the Seller's Guide, Assignee is an intended third party beneficiary of those representations, warranties, covenants and remedies set forth in the Seller's Guide or Agreements.

(b) The Assignee hereby accepts such assignment, and shall be entitled to exercise all such rights and remedies of the Assignor under the Seller's Guide or Agreements, as if the Assignee had been a party to each such agreement.

(c) The Assignor shall have the right to amend, modify or terminate the Agreements without the joinder of the Assignee with respect to Mortgage Loans not conveyed to the Assignee hereunder; *provided, however*, that such amendment, modification or termination shall not affect or be binding on the Assignee or the Mortgage Loans.

Section 2. Governing Law.

THIS ASSIGNMENT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

Section 3. Notices.

Any notices or other communications permitted or required hereunder shall be in writing and shall be deemed conclusively to have been given if personally delivered at or mailed by registered mail, postage prepaid, and return receipt requested or transmitted by telex, telegraph or facsimile and confirmed by a similar mailed writing, to: (i) in the case of the Assignor, Lehman Brothers Bank, FSB, 399 Park Avenue, 5<sup>th</sup> Floor, New York, New York 10022, Attention: Legal Counsel, or such other address as may hereafter be furnished by the Assignor; and (ii) in the case of the Assignee, Lehman Brothers Holdings Inc., 745 Seventh Avenue, 8<sup>th</sup> Floor, New York, New York 10019, Attention: Manager, Contract Finance, or such other address as may hereafter be furnished by the Assignee.

Section 4. Counterparts.

This Assignment Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

Section 5. Binding Nature of Agreement; Assignment.

This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 6. Headings Not to Affect Interpretation.

The headings contained in this Assignment Agreement are for convenience of reference only, and they shall not be used in the interpretation hereof.

Section 7. Benefits of Agreement.

Nothing in this Assignment Agreement, express or implied, shall give to any person, other than the parties to this Assignment Agreement and their successors hereunder, any benefit or any legal or equitable right, power, remedy or claim under this Assignment Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement  
as of the day and year first above written.


LEHMAN BROTHERS BANK, FSB

By: 

Name: Russell V. Brady

Title: Authorized Signatory

LEHMAN BROTHERS HOLDINGS, INC.

By: 

Name: William Waleron

Title: Authorized Signatory

**EXHIBIT A**

[REDACTED]

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